



# Town Council Agenda Report

**SUBJECT:** Resolution

**CONTACT PERSON/NUMBER:**

Michael Donati, Fire Chief (954) 797-1210

**TITLE OF AGENDA ITEM:**

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID TO PURCHASE ONE "M" SERIES ZOLL EKG MONITOR/DEFIBRILLATOR/PACERS FROM ZOLL MEDICAL CORPORATION AS A SOLE SOURCE SUPPLIER

**REPORT IN BRIEF:**

As of October 1, 2000, the Town of Davie Fire Rescue Department will assume emergency medical services transport at Station 91. This will require us to place a rescue unit at said station. This equipment is a necessary acquisition in order to complete the transition from the Joint Powers Agreement with Broward County to a self sustaining Fire/Rescue Department. Part of the equipment for the rescue unit is the "M" Series Zoll EKG Monitor/Defibrillator/Pacer. This equipment is standard on all Town of Davie transport units.

**PREVIOUS ACTIONS:**

Town Council previously approved resolution R-99-193 to purchase three "M" Series Zoll EKG Monitor/Defibrillator/Pacer from Zoll and resolution R-99-375 to upgrade its "M" Series equipment.

**CONCURRENCES:**

N/A

**FISCAL IMPACT:**

Has request been budgeted? no

If no, amount needed \$16,921.60

What account will funds be appropriated from: Capital Project EMS Equipment/Refurbishment

Additional Comments: This request was not budgeted because Broward County Fire Rescue was providing the Emergency Medical Services transport at Station 91 in accordance with the Joint Powers Agreement which the Town terminated in March, 2000.

**RECOMMENDATION(S):**

Motion to approve the resolution

**Attachment(s):**

Resolution

Procurement Authorization

Zoll Medical Corporation Quotation

RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID TO PURCHASE ONE "M" SERIES ZOLL EKG MONITOR/DEFIBRILLATOR/PACERS FROM ZOLL MEDICAL CORPORATION AS A SOLE SOURCE SUPPLIER.

WHEREAS, the Town previously approved resolution R-99-193 to purchase three "M" Series Zoll EKG Monitor/Defibrillator/Pacers; and

WHEREAS, the Town previously approved resolution R-99-375 to upgrade the three "M" Series Zoll EKG Monitor/Defibrillator/Pacers; and

WHEREAS, the Town terminated the Joint Powers Agreement with Broward County Fire Rescue effective October 1, 2000; and

WHEREAS, the Town will assume Emergency Medical Services transport for Station 91; and

WHEREAS, the Town is in need of one "M" Series Zoll EKG Monitor/Defibrillator/Pacers for the rescue unit at Station 91; and

WHEREAS, Zoll Medical Corporation is the sole source supplier for this equipment; and

WHEREAS, after review, the Town Council wishes to accept the bid from Zoll Medical Corporation.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council hereby accepts the bid from Zoll Medical Corporation as a sole source supplier, to purchase one EKG Monitor/Defibrillator/Pacers in the amount of \$16,921.60.

SECTION 2. The Town Council hereby authorizes the expenditure from the Capital Project EMS Equipment/Refurbishment Account.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

\_\_\_\_\_  
MAYOR/COUNCILMEMBER

Attest:

\_\_\_\_\_  
TOWN CLERK

Item No.

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2000

Item No.

**TOWN OF DAVIE**  
**PROCUREMENT AUTHORIZATION**

<u>ACCOUNT NUMBER.</u>	<u>BUDGET ITEM &amp; DESCRIPTION</u>	<u>APPROXIMATE COST</u>
030-0620-522-6442	Zoll EKG Monitor/Defibrillator/Pacer	\$16,921.60

METHOD OF PROCUREMENT (check the one that applies)

☐ Open Competitive Bidding  
☐ Piggyback on Contract Number \_\_\_\_\_  
☒ Sole Source  
☐ Request For Proposals

**SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED**

Signed \_\_\_\_\_  
Department Head

Have Funds been Reserved \_\_\_\_\_

Date \_\_\_\_\_ Signed \_\_\_\_\_

Signed \_\_\_\_\_  
Town Administrator

<u>BIDS SUBMITTED</u>	
<u>VENDOR</u>	<u>COST</u>
Zoll Medical Corporation	\$16,921.60

Signed \_\_\_\_\_  
Procurement Manager

<u>TOWN ADMINISTRATOR'S RECOMMENDATION</u>	
<u>Vendor</u>	<u>Cost</u>

Signed \_\_\_\_\_  
Town Administrator

**ZOLL****ZOLL Medical Corporation**32 Second Avenue  
Burlington, Massachusetts 01803-4420  
U.S.A.

(781) 229-0020

(800) 242-5011

(781) 221-6879 Telefax

**QUOTATION****TO: DAVIE FIRE**  
6905 S.W. 45th Street  
Davie, FL 33314Attn: **Joe Rivera**Fax: **954-797-1234**DATE: **April 4, 2000**TERMS: **Net 30 Days**Fob: **Burlington, MA**

ITEM	MODEL NUMBER	DESCRIPTION	QTY.	GSA PRICE	TOTAL PRICE
1	41621211000123010 MEDPRO PLUS	ZOLL M-Series Manual/Advisory Defibrillator with AC Power, Multiple Application Printer with Summary Report, Code Markers, SPO2 with reusable sensor and 8' cable, Noninvasive Pacing and ZOLL 12-Lead with 1-step cable. Includes: High contrast display, 3 lead patient cable with integral lead wires, universal cable, two rechargeable lead acid batteries, so mains power cord, one package of recorder paper, integral diagnostic frequency response, two PCMCIA card slots and one operator's manual. Standard One Year EMS Warranty.	1	\$18,875.40	\$18,875.40
2	8000-0058-01	Xtreme Pack II Carry Case	1	\$148.20	\$148.20
3	8204-0103-01	Smart Battery (in lieu of standard at time of purch)	2	\$50.00	\$100.00
<p>*Reflects pricing comparable to GSA pricing.</p> <p>All current production product shipping from ZOLL Medical Corporation is Year 2000 compliant. For additional information relating to the Y2K compliance status of ZOLL Medical's products, please refer to our website at <a href="http://www.zoll.com">www.zoll.com</a>.</p>					

WE PROPOSE TO FURNISH THE ITEMS LISTED ABOVE, SUBJECT TO CONDITIONS SET FORTH ON THE REVERSE SIDE HEREOF, AND THE WRITTEN ACCEPTANCE OF THIS QUOTATION.

**\$18,921.60**

1. DELIVERY WILL BE MADE 90-120 DAYS AFTER RECEIPT OF ACCEPTED PURCHASE ORDER.
2. PRICES WILL BE F.O.B. BURLINGTON, MA.
3. WARRANTY PERIOD (See above and reverse side).
4. LIST PRICES QUOTED ARE FIRM FOR 60 DAYS.

*Tom Stavola*  
**Tom Stavola**  
 Territory Manager  
 800-242-9150x260

# ZOLL

## QUOTATION

### GENERAL TERMS AND CONDITIONS

**1. ACCEPTANCE.** This Quotation constitutes an offer by ZOLL Medical Corporation to sell to the Customer the equipment (including a license to use certain software) listed in this Quotation and described in the specifications either attached to, or referred to in this Quotation (hereinafter referred to as "Equipment"). Any acceptance of such offer is expressly limited to the terms of this Quotation, including these General Terms and Conditions. Acceptance shall be construed as the Customer's acknowledgment (i) any conflicting written or oral representations made by ZOLL Medical Corporation or any agent or employee of ZOLL Medical Corporation, or (ii) receipt or acknowledgment by ZOLL Medical Corporation of any purchase order, specification, or other document issued by the Customer. Any such document shall be wholly inapplicable to any sale pursuant to this Quotation, and shall not be binding in any way on ZOLL Medical Corporation.

Acceptance of this Quotation by the Customer shall create an agreement between ZOLL Medical Corporation and the Customer (hereinafter referred to as the "Contract"). The terms and conditions of which are expressly limited to the provisions of this Quotation, including these Terms and Conditions. No waiver, change, or modification of any of the provisions of this Quotation, or the Contract, shall be binding on ZOLL Medical Corporation unless made in writing, expressly stating that it is a waiver, change, or modification of this Quotation or the Contract and is signed by an authorized representative of ZOLL Medical Corporation.

**2. DELIVERY AND RISK OF LOSS.** All deliveries shall be F.O.B. ZOLL Medical Corporation's facility. Risk of loss or damage to the equipment shall pass to the Customer upon delivery of the Equipment to the carrier.

**3. TERMS OF PAYMENT.** Unless otherwise stated in this Quotation, terms of payment are net thirty (30) days after the date of appearing on ZOLL Medical Corporation's invoice.

**4. CREDIT APPROVAL.** All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical Corporation. ZOLL Medical Corporation may at any time decline to make any shipment or delivery except upon receipt of payment or security, or upon terms regarding credit or security satisfactory to ZOLL Medical Corporation.

**5. TAXES.** The prices quoted in this Quotation do not include sales tax, excise, or other similar taxes or any duties or customs charges. The Customer shall pay, in addition to the prices quoted, the amount of any present or future sales, use, excise or other similar tax or customs duty or charge, applicable to the sale or use of the Equipment and hereunder (except any tax based on the net income of ZOLL Medical Corporation). In lieu thereof the Customer may provide ZOLL Medical Corporation with a tax exemption certificate acceptable to the taxing authorities.

**6. WARRANTY.** (a) ZOLL Medical Corporation warrants to the Customer that from the date of installation, or thirty (30) days after the date of shipment from ZOLL Medical Corporation's facility, whichever first occurs, the Equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for the period noted on the reverse side. Accessories and electrodes shall be warranted for 90 days from date of shipment. During such period ZOLL Medical Corporation will, at no charge to the Customer, either repair or replace (at ZOLL Medical Corporation's sole option) any part of the Equipment found by ZOLL Medical Corporation to be defective in material or workmanship. If ZOLL Medical Corporation's inspection detects no defects in material or workmanship, ZOLL Medical Corporation's regular service charges shall apply. (b) ZOLL Medical Corporation shall not be responsible for any Equipment defect, the failure of the Equipment to perform any specified function, or any other nonconformance of the Equipment, caused by or attributable to: (i) any modification of the Equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical Corporation; (ii) the use of the Equipment with any selected or complementary Equipment, accessory or software not supplied by ZOLL Medical Corporation; (iii) any misuse or abuse of the Equipment; (iv) exposure of the Equipment to conditions beyond the environmental, power or operating conditions specified by ZOLL Medical Corporation; or (v) installation or wiring of the Equipment other than in accordance with ZOLL Medical Corporation's instructions. (c) This warranty does not cover items subject to normal wear and tear during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the Equipment (including software embedded in read-only memory, known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical Corporation for any breach of any warranty related to the Equipment supplied hereunder. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL CORPORATION EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**7. SOFTWARE LICENSE.** (a) All software (the "Software") which shall include (firmware) included as part of the Equipment is licensed to Customer pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, lease, or adapt the Software, and may not disassemble or reverse compile the Software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software (which the product of ZOLL Medical Corporation, and Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical Corporation in the event of any failure to comply with the terms of this agreement. (e) Customer may transfer the license described herein only in connection with a transfer of the Equipment, and may not retain any copies of the Software following such transfer. (f) ZOLL Medical Corporation warrants that the read-only memory or other media on which the Software is recorded will be free from defects in material and workmanship for the period and on the terms set forth in section 6. (g) Customer understands that the Software is a complete and sophisticated software product, and no assistance can be given in the operation of the Software will be provided or expected, or that the Software will meet Customer's requirements. Except as set forth in section 6, ZOLL MEDICAL CORPORATION MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE, AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY, OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THEREIN. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software.

**8. DELAYS IN DELIVERY.** ZOLL Medical Corporation shall not be liable for any delay in the delivery of any part of the Equipment if such delay is due to any cause beyond the control of ZOLL Medical Corporation, including but not limited to acts of God, riots, epidemics, floods, riots, wars, embargoes, labor disputes, governmental actions, inability to obtain materials, components, manufacturing facilities or transportation, or any other cause beyond the control of ZOLL Medical Corporation. In addition, ZOLL Medical Corporation shall not be liable for any delays in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay, ZOLL Medical Corporation may allocate available Equipment among its Customers on any reasonable and equitable basis. The delivery date set forth in this Quotation shall apply only, and ZOLL Medical Corporation shall not be liable for, nor shall the Contract be amended by, any delivery by ZOLL Medical Corporation within a reasonable time after such date.

**9. LIMITATIONS OF LIABILITY.** IN NO EVENT SHALL ZOLL MEDICAL CORPORATION BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CORPORATION'S PERFORMANCE OR FAILURE TO PERFORM, PURSUANT TO THIS QUOTATION OR THE CONTRACT, OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HEREIN. WHETHER DUE TO A BREACH OF CONTRACT, BREACH OF WARRANTY, THE NEGLIGENCE OF ZOLL MEDICAL CORPORATION, OR OTHERWISE.

**10. PATENT INDEMNITY.** ZOLL Medical Corporation shall, at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patent or copyright related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided that (i) such alleged infringement relates only to the use of such Equipment or the Software by itself and not as a part of or in combination with any other devices or parts; (ii) the Customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation, through counsel of its choice, to assume the charge of infringement and defend such suit; and (iii) the Customer gives ZOLL Medical Corporation all requested information, assistance and authority at ZOLL Medical Corporation's expense, to enable ZOLL Medical Corporation to defend such suit.

In the case of a final award of damages for infringement in any such suit, ZOLL Medical Corporation will pay such award, but shall not be responsible for any settlement made without its written consent.

Section 9 states ZOLL Medical Corporation's total responsibility and liability, and the Customer's sole remedy, for any actual or alleged infringement of any patent or the Equipment or the Software, or any part thereof, provided hereunder. In no event shall ZOLL Medical Corporation be liable for any indirect, special, or consequential damages resulting from any such infringement.

**11. CLAIMS FOR SHORTAGE.** Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Corporation of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within the ten (10) day period, the shipment shall be conclusively deemed to have been complete.

**12. RETURNS AND CANCELLATION.** (a) Buyer shall obtain authorization from ZOLL Medical Corporation prior to returning any product. (b) If Buyer receives authorization from ZOLL Medical Corporation to return a product for credit, Buyer shall be subject to a restocking charge of twenty percent (20%) of the original net purchase price, but not less than \$50.00 per product. (c) Any such charge in delivery caused by Buyer establishing a delivery date greater than six (6) months from Buyer's original order date shall constitute a new order for the affected product. In determining the appropriate (c) shall constitute a new order for the affected product in determining the appropriate set price.

**13. APPLICABLE LAW.** This Quotation and the Contract shall be governed by the substantive laws of the Commonwealth of Massachusetts without regard to any choice of law provisions thereof.

**14. COMPLIANCE WITH LAWS.** (a) ZOLL Medical Corporation represents that all goods and services, delivered pursuant to the Contract will be produced and supplied in compliance with all applicable state and federal laws and regulations, including the requirements of the Fair Labor Standards Act of 1938, as amended. (b) The Customer shall be responsible for compliance with any federal, state and local laws and regulations applicable to the installation or use of the Equipment furnished hereunder, and will obtain any permits required for such installation and use.

**15. ASSIGNMENT.** This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Corporation, and any assignment without such consent shall be null and void.

**16. VALIDITY OF QUOTATION.** This Quotation shall be valid and subject to acceptance by the Customer, in accordance with the terms of Section 1 hereof, for the period set forth on the face hereof, after such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Corporation and shall not constitute a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Corporation by a writing signed by an authorized representative of ZOLL Medical Corporation.

ZOLL Medical Corporation